

AFFILIATION AGREEMENT

THIS AGREEMENT made as of this 1st day of January, 2011 ("Effective Date") is by and between Fayetteville Technical Community College (hereinafter referred to as the "COLLEGE") and Southeastern Regional Medical Center (hereinafter referred to as the "MEDICAL CENTER").

WHEREAS, MEDICAL CENTER is a private, non-profit North Carolina corporation which owns and operates a licensed hospital located at 300 West 27th Street, Lumberton, North Carolina along with other affiliated health care facilities; and

WHEREAS, COLLEGE is a provider of education for **Physical Therapist Assistant** and has responsibility for the training of Physical Therapist Assistant students; and

WHEREAS, MEDICAL CENTER is an entity which can provide a setting in which COLLEGE's Physical Therapist Assistant students may participate in medical education activities and receive in-depth, clinical experience under the supervision of competent health care providers in actual clinical conditions, and

WHEREAS, MEDICAL CENTER and COLLEGE deem it to be in their mutual interest to enter into an arrangement under which COLLEGE agrees to provide Physical Therapist Assistant students and the MEDICAL CENTER agrees to accept such students;

THEREFORE, in consideration of the mutual covenants and promises contained herein, intending to be legally bound hereby, it is understood and agreed upon by and between the parties as follows:

AGREEMENT AND RESPONSIBILITIES

MEDICAL CENTER agrees to accept the assignment by COLLEGE of certain Physical Therapist Assistant students(s) ("STUDENT(S)" hereinafter) to MEDICAL CENTER and/or MEDICAL CENTER's affiliated health care facilities for the purpose of clinical rotation as part of COLLEGE's medical education programs.

1. RESPONSIBILITIES OF MEDICAL CENTER

1.01: MEDICAL CENTER shall designate academically qualified professionals employed by MEDICAL CENTER as member(s) of its clinical staff who will function as clinical preceptor(s) for STUDENTS. During the term of this Agreement MEDICAL CENTER's clinical preceptor(s) shall have the following responsibilities as they relate to STUDENTS:

- (a) Meet with STUDENTS on the first day of clinical rotation to review: (i) Educational objectives for each STUDENT's rotation; (ii) Work schedules and on-call assignments (both shall be under the control of the MEDICAL CENTER's preceptor(s)); (iii) MEDICAL CENTER policies and procedures.

- (b) Introduce STUDENTS to key clinical and auxiliary personnel at MEDICAL CENTER.
- (c) Provide clinical instruction in accordance with COLLEGE's rotation objectives (as provided to the MEDICAL CENTER by the COLLEGE pursuant to § B, paragraph 1 hereinbelow) and the availability of patients and other clinical resources at MEDICAL CENTER. Clinical assignments shall include self-study and library research of clinical topics. Said assignment shall be consistent with each STUDENT's role pursuant to this Agreement.
- (d) Make best efforts to provide each STUDENT with hands-on clinical experience and with the preceptor's own insights and examples of clinical experience.
- (e) Evaluate and maintain individual records of performance of each STUDENT.
- (f) Provide each STUDENT with frequent feedback on his/her clinical and professional performance, and formally review each STUDENT's progress in mid-rotation.
- (g) Meet with each STUDENT during his/her last week of rotation and complete and sign all practicum forms provided by COLLEGE. Evaluation of each STUDENT shall be frank and as accurate a reflection of each individual's clinical competence as possible. Return all completed forms to the appropriate department of COLLEGE as designated by COLLEGE.

1.02: MEDICAL CENTER shall have in full force and effect, in amounts of \$1 Million and \$5 Million, comprehensive general liability and professional liability insurance coverage during the term of this Agreement, insuring the MEDICAL CENTER against any and all claims for personal and bodily injury, death and property damage a result of the performance of services by the MEDICAL CENTER, its employees and personnel involved in the rendering of services described in this Agreement. Said certificate of insurance, indicating the effective dates of protection, period of protection and limits of protection, shall be provided to COLLEGE upon request. The MEDICAL CENTER shall give immediate notice to the COLLEGE if any changes or lapse in the policy should occur.

1.03: MEDICAL CENTER shall make available to each STUDENT access to available library facilities at the site of assignment.

1.04: MEDICAL CENTER shall make available to each STUDENT human resources orientation which may include, but not be limited to, instruction in such areas as correct OSHA and infection control techniques, CPR, fire safety, HIPPA regulations, confidentiality and

hazardous materials training. STUDENTS shall not be allowed to commence clinical rotation until having completed said orientation.

1.05: MEDICAL CENTER shall arrange for immediate emergency care in the event of STUDENT's accidental injury or illness but shall not be responsible for costs involved, follow-up care, or hospitalization.

1.06: MEDICAL CENTER shall permit COLLEGE's clinical coordinator(s) of the appropriate COLLEGE department to visit MEDICAL CENTER for purposes of ascertaining that COLLEGE's educational objectives for each STUDENT's rotation are met at MEDICAL CENTER.

2. RESPONSIBILITIES OF COLLEGE

2.01: COLLEGE shall provide to MEDICAL CENTER the current curriculum, course objectives, and syllabus of COLLEGE's applicable education program, as well as all forms regarding practicum experience and instructions for completion of these forms.

2.02: COLLEGE shall instruct each STUDENT to attend all educational activities and adhere to applicable policies and procedures of MEDICAL CENTER and/or MEDICAL CENTER's affiliated health care facilities where STUDENT may be assigned.

2.03: COLLEGE shall instruct each STUDENT that he/she shall complete MEDICAL CENTER's human resources orientation, which may include, but not be limited to, instruction in such areas as correct OSHA and infection control techniques, CPR, fire safety, HIPPA regulations, confidentiality and hazardous materials training prior to commencing clinical rotation at any of MEDICAL CENTER's health care facilities.

2.04: COLLEGE and STUDENTS shall strictly adhere to a policy of confidentiality concerning MEDICAL CENTER's patient information. Any patient information MEDICAL CENTER shares with or which COLLEGE or STUDENTS obtain during the course of this Agreement will be kept confidential by COLLEGE and STUDENTS and will not be disclosed to any other person or entity unless such disclosure is duly authorized. Each STUDENT shall provide written verification to MEDICAL CENTER confirming receipt of MEDICAL CENTER's policy regarding confidentiality.

2.05: COLLEGE shall inform STUDENTS that they must be properly immunized and have a health examination as required by MEDICAL CENTER before beginning clinical rotation at MEDICAL CENTER. Students must present documentation of immunizations before beginning clinical rotation at MEDICAL CENTER.

2.06: COLLEGE shall advise STUDENTS of their responsibility to obtain health insurance coverage for the entire term of their clinical rotation. Neither COLLEGE nor HOSPITAL is obligated to furnish STUDENTS such coverage.

2.07: COLLEGE shall instruct each STUDENT to wear a pictured nametag identifying his/her status with COLLEGE

2.08: COLLEGE shall have in full force and effect, in amounts of \$1 Million and \$3 Million, comprehensive general liability and professional liability insurance coverage during the term of this Agreement, insuring the COLLEGE against any and all claims for personal and bodily injury, death and property damage a result of the performance of services by COLLEGE, its employees and students participating in the clinical training program on the MEDICAL CENTER's premises. Said certificate of insurance, indicating the effective dates of protection, period of protection and limits of protection, shall be provided to MEDICAL CENTER upon request. The COLLEGE shall give immediate notice to the MEDICAL CENTER if any changes or lapse in the policy should occur.

3. GENERAL PROVISIONS

3.01: Both parties agree that in the event a conflict arises related to the clinical rotation of any STUDENT pursuant to this Agreement, MEDICAL CENTER shall immediately contact COLLEGE's clinical coordinator of the appropriate department of COLLEGE. In the event that disagreement is not resolved by the STUDENT involved, the MEDICAL CENTER'S preceptor(s) and the COLLEGE'S clinical coordinator, such disagreement shall be resolved by the Director of the Physician Assistant Program of the COLLEGE and the chief executive officer of the MEDICAL CENTER or his/her designee. In the event a resolution cannot be achieved, MEDICAL CENTER reserves the right to reasonably request withdrawal of any STUDENT whose work or conduct is not in full accord with MEDICAL CENTER'S standards of performance.

3.02: It is understood that in no event shall STUDENTS be considered or represent themselves as agents, officers, servants, or employees of MEDICAL CENTER. At the same time, it is understood that in no event shall the employer or agents of MEDICAL CENTER be considered or represent themselves as agents, officers, servants, or employees of COLLEGE. Both parties expressly intend that, with regard to the provisions of this Agreement, said parties shall be independent contractors, and no party hereto shall receive any other benefits, monetary or otherwise, besides those expressly provided for herein.

3.03: This Agreement shall be effective for a period of two (2) years commencing as of the Effective Date once signed by the duly authorized officers of both parties. This Agreement may be terminated with or without cause by either party by sixty (60) days written notice to the other party delivered by registered mail, return receipt requested. Further, COLLEGE and MEDICAL CENTER agree that the terms of this Agreement may be revised at any time by formal written amendment to this Agreement executed by both parties herein.

3.04: Both parties agree that there shall be no discrimination based on race, religion, creed, sex, national origin or disability in the performance of this agreement.

3.05: The terms set forth in this Agreement shall constitute all the terms and conditions agreed upon by the parties hereto, and no other terms or conditions in the future shall be valid and binding on any party unless reduced to writing and executed by both parties.

3.06: The MEDICAL CENTER reserves the right to immediately terminate STUDENTS from the affiliation who do not comply with the MEDICAL CENTER rules and regulations, policies and procedures or who endanger patient, staff or physician health, welfare or safety.

3.07: No failure by either party to insist upon strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

3.08: Nothing in this agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.

3.09: Each party shall indemnify, defend and hold the other party harmless from all claims, loss, damage or injury of any kind or character (including without limitation, attorneys and the costs of defense) to any person or property arising from the performance of the responsibilities under this Agreement caused by the negligent act or omission of the indemnifying party, its agents or employees. It is agreed that the College's ~~students~~ and Faculty are the agents, employees or servants of the College. *The agreement to indemnify, defend and hold harmless the Medical Center by College shall be limited to only that permitted by*

MEDICAL CENTER shall indemnify, defend and hold the College harmless from all claims, loss, damage or injury of any kind or character to any person or property arising from the performance of responsibilities under this Agreement caused by the negligent act or omission of the MEDICAL CENTER, its agents or employees.

G.S. 143-291 et seq.

To the extent permitted under the North Carolina Tort Claims Act (G.S. 143-291, *et seq.*) and in accordance therewith, the COLLEGE will assume responsibility for all claims, actions, liability, damage, loss and expense by reason of injury or death to any person or persons or damaged property arising or alleged to have arisen from the accident or omissions of the COLLEGE, its employees, agents, ~~students~~ and sub-contractors. It is agreed by the parties that the COLLEGE's ~~students and~~ faculty are and shall remain, at all times related hereto, the agents, employees or servants of the COLLEGE.]

3.10: The parties in this Agreement are independent contractors and agree and stipulate that this Agreement in no way creates a partnership, joint venture, employment or agency relationship between the parties.

3.11: Neither party may assign its rights nor delegate its duties under this Agreement without the express written consent of the other.

3.12: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed and enforced under and in accordance with the laws of the State.

3.13: Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be deemed given when personally delivered or sent by certified mail, return receipt requested, addressed to:

Southeastern Regional Medical Center
300 Corporate Drive
Lumberton, NC 28358
Attn: Alisa Allen

Fayetteville Technical Community College
PO Box 35236
(2201 Hull Road)
Fayetteville, NC 28303-0236
Dr. Heidi Shearin, PTA Department Chair

3.14: The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, ~~and the proper venue shall be in the General Court of Justice for Robeson County.~~

3.15: The parties to this Agreement have consulted with their legal counsel and have both actively drafted and negotiated its contents. Neither party shall be deemed to have been the drafter of this Agreement, and no presumption shall be made regarding ambiguities or their construction against one party or the other.

3.16: Neither party to this Agreement shall be held responsible if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes hereinabove denominated or not.

3.17: This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered the original, all of which together constitute only one agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement, as of the date first written hereinabove.

SOUTHEASTERN REGIONAL
MEDICAL CENTER

By: 

FAYETTEVILLE TECHNICAL
COMMUNITY COLLEGE

By: 